

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION**

ALONZO AUSTIN,

Plaintiff

v.

GLOBAL CONNECTION,

Defendant

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

Case Number:

3:07-CV-042-MEF

**DEFENDANT GLOBAL CONNECTION'S RESPONSE TO PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT**

COMES NOW Defendant Global Connection and files this its Response to Plaintiff's Motion for Summary Judgment and shows as follows:

1.

Defendant did not represent to Plaintiff prior to his execution of a contract for pre-paid telephone services that he would receive free long distance services. See Affidavit of Sam Abdallah attached as Exhibit "A" to this Response.

2.

Defendant did tender an offer of free long distance if Plaintiff met certain conditions under the contract between the Defendant and the Plaintiff and did indeed extend free long distance to the Plaintiff on December 6, 2005 and again in January 2006. See Affidavit of Sam Abdallah attached as Exhibit "A" to this Response.

3.

Plaintiff's allegations in Paragraph 2 of his Motion for Summary Judgment are not correct as Defendant did tender free long distance minutes to Plaintiff. See Affidavit of Sam Abdallah attached as Exhibit "A" to this Response.

4.

Plaintiff never communicated with Defendant as described in Paragraph 3 of Plaintiff's Motion for Summary Judgment and in fact had already received free long distance as of January 6, 2006. See Affidavit of Sam Abdallah attached as Exhibit "A" to this Response.

5.

The Defendant expressly denies the commission of any criminal act as alleged in Paragraphs 4 and 5 of Plaintiff's Motion for Summary Judgment. See Affidavit of Sam Abdallah attached as Exhibit "A" to this Response.

6.

Defendant also shows that Plaintiff has tendered no evidence to support his underlying Motion for Summary Judgment, not even his own sworn statement.

7.

Defendant shows that while no response would be required in order to defeat Plaintiff's Motion for Summary Judgment since Plaintiff bears the burden of proof and has offered no proof in support of the Motion, to the extent the Court treats Plaintiff's pleadings as an evidentiary showing that they have been rebutted by the Affidavit attached in support of this Response to Plaintiff's Motion for Summary Judgment.

8.

Defendant has shown there to be a genuine issue of material fact as to Plaintiff's allegations sufficient to deny the Motion for Summary Judgment filed by Plaintiff.

WHEREFORE, premises considered, the Defendant prays for the following relief:

(a) That an Order issue denying Plaintiff's Motion for Summary Judgment;

(b) Such other and further relief as this Court deems just and equitable under the circumstances.

This 9<sup>th</sup> day of April, 2007.

MCKOON, THOMAS & MCKOON

By: 

Joshua R. McKoon  
State Bar No. MCK057

925 Broad Street  
Post Office Box 3220  
Phenix City, Alabama 36868-3220  
334.297.2300  
facsimile 334.297.2777

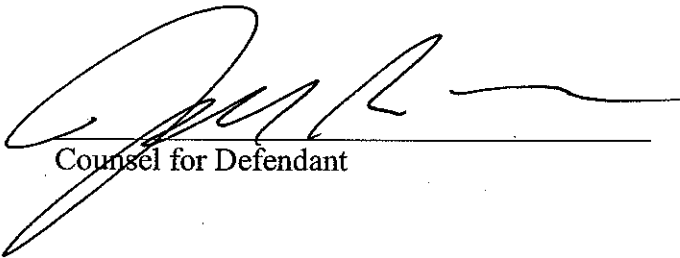
Counsel for Defendant

**CERTIFICATE OF SERVICE**

Counsel for the Defendant has this day served the foregoing Answer on the Plaintiff via First Class Mail at the following address:

Alonzo Austin  
1321 Oliver Carus Road  
Tuskegee, Alabama 36083

This 9th day of April, 2007.



Counsel for Defendant

# **EXHIBIT**

**“A”**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION**

ALONZO AUSTIN,

Plaintiff

V.

## GLOBAL CONNECTION,

Defendant

Case Number:

3:07-CV-042-MEF

**AFFIDAVIT OF SAM ABDALLAH**

STATE OF

COUNTY OF

SAM ABDALLAH, being duly sworn, on oath deposes and says:

1.

That I am over the age of 18 years old and capable of making this Affidavit.

2.

That Affiant is a principal officer of the Defendant Global Connection.

3.

That Defendant Global Connection has never advertised to prospective customers free long distance services as part of a service package with Global Connection.

4.

That Defendant Global Connection does offer terms for free long distance to its current customers on invoices that are sent to all customers.

5.

That Plaintiff accepted terms to receive certain free long distance minutes after he became a customer of Global Connection.

6.

That Defendant extended the free 100 minutes of long distance service to him on December 6, 2005 and reduced his bill by \$10.00.

7.

Plaintiff was extended another offer of free long distance service after his payment of the January 2006 bill to Global Connection.

8.

That Plaintiff breached the terms of the agreement that would allow free long distance by demanding a refund of his January 6, 2006 telephone bill payment.

9.

That Defendant terminated its contract with Plaintiff on January 12, 2006 and extended a refund payment to Plaintiff in the amount of \$21.99 even though it was under no obligation to do so.

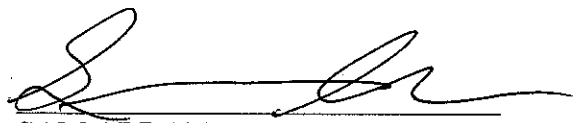
10.

The Defendant expressly denies the commission of any criminal act as alleged in Paragraphs 4 and 5 of Plaintiff's Motion for Summary Judgment.

11.


Plaintiff's allegations in Paragraph 2 of his Motion for Summary Judgment are not correct as Defendant did tender free long distance minutes to Plaintiff.

FURTHER AFFIANT SAITH NOT.

  
SAM ABDALLAH

Subscribed and sworn to before me this 9th day of April, 2007.

[Notarial Seal]

  
James R McKoon Jr  
Notary Public in and for Russell County, Alabama  
My Commission Expires: 2/23/2010